

# EXHIBIT

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8 TESLA, INC.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF ORANGE**

11 MIKE TULLY,

12 Plaintiff,

13 vs.

14 TESLA, INC. dba TESLA MOTORS, INC., a  
15 Texas Corporation; and DOES 1 through 100,  
16 inclusive,

17 Defendants.

Case No. 30-2024-01446256-CU-WT-CJC

**DEFENDANT TESLA, INC.'S ANSWER TO  
COMPLAINT**

*Complaint Filed: December 11, 2024*

18 Defendant TESLA, INC. (hereinafter, "Defendant" or "Tesla") responds to Plaintiff MIKE  
19 TULLY's (hereinafter, "Plaintiff") unverified Complaint, filed in the above-captioned action on or about  
20 December 11, 2024 (hereinafter, the "Complaint") as follows:

21 **ANSWER**

22 Pursuant to California Code of Civil of Procedure § 431.30, subdivision (d), Defendant generally  
23 denies each and every allegation and cause of action in Plaintiff's unverified Complaint. In addition,  
24 Defendant denies that Plaintiff has sustained or will sustain any loss or damage in the manner or amount  
25 alleged, or otherwise, by reason of any act, omission, or any other conduct or absence thereof on the part  
26 of Defendant.

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1 **DEFENSES**

2 Defendant's assertion of the below defenses is not intended to, and does not, operate as a  
3 voluntary assumption of the burden of proof as to such defenses. Discovery and investigation are  
4 ongoing. Defendant reserves its right to seek to add additional defenses as the case develops.

5 The terms "his," "her," "he," "she," "they," and "them" as used below refer to any person or  
6 persons of any gender or gender identity.

7 **AFFIRMATIVE DEFENSES**

8 **FIRST AFFIRMATIVE DEFENSE**

9 1. The Complaint, and each and every purported cause of action alleged therein is barred  
10 because it is subject to binding arbitration based on the signed agreement between the parties, in which  
11 Plaintiff agreed to arbitrate all his employment related claims against Defendant.

12 **SECOND AFFIRMATIVE DEFENSE**

13 2. The Complaint, and each and every purported cause of action alleged therein fails to  
14 state facts sufficient to constitute a cause of action for which relief may be granted.

15 **THIRD AFFIRMATIVE DEFENSE**

16 3. The Complaint, and each and every purported cause of action alleged therein, is barred  
17 by the applicable statute of limitations including, but not limited to, sections 338, 340, and 343 of the  
18 California Code of Civil Procedure, sections 12960 and 12965 of the Government Code, and any other  
19 applicable statutes.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 4. The Complaint, and each and every purported cause of action alleged therein, is barred,  
22 in whole or in part, because Plaintiff failed to exhaust Plaintiff's administrative remedies and/or  
23 contractual remedies.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 5. The Complaint, and each and every purported cause of action alleged therein, is barred,  
26 in whole or in part, because all employment actions taken would have been taken on the basis of  
27 legitimate, non-discriminatory and non-retaliatory business reasons.

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**SIXTH AFFIRMATIVE DEFENSE**

6. The Complaint, and each and every purported cause of action alleged therein, is barred, in whole or in part, by the doctrine of avoidable consequences because Plaintiff unreasonably failed to take action to avoid the alleged damages, and some or all of the alleged damages would have been avoided by such action.

**SEVENTH AFFIRMATIVE DEFENSE**

7. The Complaint, and each and every purported cause of action alleged therein, is barred, in whole or in part, because any and all purportedly wrongful conduct alleged by Plaintiff was necessitated due to business necessity.

**EIGHTH AFFIRMATIVE DEFENSE**

8. The Complaint, and each and every purported cause of action alleged therein, is barred, or any damages reduced, by after-acquired evidence.

**NINTH AFFIRMATIVE DEFENSE**

9. The Complaint, and each and every purported cause of action alleged therein, is barred, in whole or in part, because Plaintiff's exclusive remedy for any alleged damages is governed by the California Workers' Compensation Act – California Labor Code §§ 3200 *et seq.*

**TENTH AFFIRMATIVE DEFENSE**

10. The Complaint, and each purported cause of action alleged therein, is barred, in whole or in part, by the doctrines of res judicata, collateral estoppel, and/or judicial estoppel.

**ELEVENTH AFFIRMATIVE DEFENSE**

11. The Complaint, and each and every cause of action alleged therein, is barred, in whole or in part, because Tesla took all reasonable steps to prevent any alleged discrimination and/or retaliation once Tesla was made aware of Plaintiff's complaints.

**TWELFTH AFFIRMATIVE DEFENSE**

12. The Complaint, and each and every purported cause of action alleged therein, is barred, in whole or in part, by virtue of Plaintiff's failure to exercise reasonable diligence to mitigate Plaintiff's alleged damages.

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**THIRTEENTH AFFIRMATIVE DEFENSE**

13. The Complaint, and each and every purported cause of action alleged therein, is barred, in whole or in part, by the equitable doctrine of laches.

**FOURTEENTH AFFIRMATIVE DEFENSE**

14. The Complaint, and each and every purported cause of action alleged therein, is barred, in whole or in part, by the doctrine of unclean hands.

**FIFTEENTH AFFIRMATIVE DEFENSE**

15. The Complaint, and each and every purported cause of action alleged therein, is barred, in whole or in part, by the doctrine of preemption including, but not limited to, Plaintiff's claims for loss of employment benefits which are preempted by the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 *et seq.*) and her claims which are preempted by the California Workers' Compensation Act.

**SIXTEENTH AFFIRMATIVE DEFENSE**

16. The Complaint, and each and every purported cause of action alleged therein, is barred, in whole or in part, as Tesla is not liable to Plaintiff for punitive damages because neither Tesla nor any of its officers, directors, or managing agents committed any alleged oppressive, fraudulent, or malicious acts; authorized or ratified any such acts; had advance knowledge of the unfitness, if any, of the employee or employees, if any, who allegedly committed such acts; or employed any such employee or employees with a conscious disregard of the rights or safety of others, as required by California Civil Code section 3294(b).

**SEVENTEENTH AFFIRMATIVE DEFENSE**

17. The Complaint, and each and every purported cause of action alleged therein, is barred, in whole or in part, as Plaintiff's claim for exemplary or punitive damages is barred and invalid on its face and/or as applied to these Defendants pursuant to the First, Fifth, Eighth and Fourteenth Amendments to the Constitution of the United States and Article I of the Constitution of the State of California.

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**RESERVATION OF RIGHTS**

Defendant may have additional defenses that cannot be articulated due to Plaintiff's failure to particularize Plaintiff's claims, due to the fact that Defendant does not have copies of certain documents bearing on Plaintiff's claims and due to Plaintiff's failure to provide more specific information concerning the nature of the damage claims and claims for certain costs which Plaintiff alleges that Defendant may share some responsibility. Defendant therefore reserves the right to assert additional defenses upon further particularization of Plaintiff's claims, upon examination of the documents provided, upon discovery of further information concerning the alleged damage claims and claims for costs, and upon the development of other pertinent information.

**PRAYER FOR RELIEF**

WHEREFORE, Defendant prays for judgment as follows:

1. That the Complaint be ordered to binding arbitration based upon the agreement of the parties;
2. That the Complaint be dismissed in its entirety and that Plaintiff take nothing by his Complaint;
3. That judgment be entered against Plaintiff and in favor of Defendant on all causes of action;
4. That Defendant be awarded attorneys' fees and costs of suit incurred herein; and
5. That Defendant be awarded such other and further relief as may be deemed just and proper.

DATE: January 10, 2025

TESLA, INC.

By:   
AARON D. LANGBERG  
Attorneys for Defendant,  
TESLA, INC.

**PROOF OF SERVICE**

I declare that I am employed in the County of Alameda, State of California. I am over the age of eighteen years and not a party to the within cause; my business address is 31353 Huntwood Avenue, Hayward, California 94544. On the date set forth below, I served the attached:

**DEFENDANT TESLA, INC.'S ANSWER TO PLAINTIFF'S COMPLAINT**

on the following interested party(s) in said cause:

Zack I. Domb ([zack@dombrauchwerger.com](mailto:zack@dombrauchwerger.com))  
Devin E. Rauchwerger ([devin@dombrauchwerger.com](mailto:devin@dombrauchwerger.com))  
DOMB & RAUCHWERGER LLP  
1055 East Colorado Blvd., Fifth Floor  
Pasadena, California 91106  
Telephone: (213) 537-9225

**[ ] VIA MAIL -- CCP §1013(a), 2015.5:**

By placing a true copy thereof enclosed in a sealed envelope(s), addressed as above, and placing each for collection and mailing on that date following ordinary business practices. I am readily familiar with my firm's business practice of collection and processing of correspondence for mailing with the United States Postal Service and correspondence placed for collection and mailing would be deposited with the United States Postal Service at Hayward, California, with postage thereon fully prepaid, that same day in the ordinary course of business.

**[ ] VIA OVERNIGHT MAIL/COURIER -- CCP §1013(c), 2015.5:**

By placing a true copy thereof enclosed in a sealed envelope(s), addressed as above, and placing each for collection by overnight mail service or overnight courier service. I am readily familiar with my firm's business practice of collection and processing of correspondence for overnight mail or overnight courier service, and any correspondence placed for collection for overnight delivery would, in the ordinary course of business, be delivered to an authorized courier or driver authorized by the overnight mail carrier to receive documents, with delivery fees paid or provided for, that same day, for delivery on the following business day.

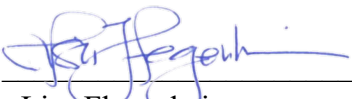
**[ X ] VIA E-MAIL OR ELECTRONIC TRANSMISSION -- CCP §§1010.6, 1013(e), 2015.5, CRC 2008:**

I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. I am readily familiar with my firm's business practice of processing and transmitting documents via e-mail or electronic transmission(s) and any such documents would be transmitted in the ordinary course of business.

**[ ] VIA HAND DELIVERY -- CCP § 1011, 2015.5:**

By placing a true copy thereof enclosed in a sealed envelope(s), addressed as above, and causing each envelope(s) to be hand-served on that day, in the ordinary course of my firm's business practice.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on January 10, 2025, at Fremont, California.

  
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Lisa Flegenheimer